



Labor Contract

OFFICE OF Facilities Management SUPPLEMENTAL HVAC & Plumbing MANPOWER Specifications

**Bid Opening: June 17, 2010
Grambling State University
Purchasing Department
403 Main Street
Old President's Residence
Grambling, LA 71245**

Prepared By:
Office of Facilities Management

ADVERTISEMENT FOR BIDS

Sealed bids will be accepted in the office of the Purchasing Director in the Purchasing Department, located at 403 Main Street, Grambling, Louisiana until 2 P.M. CT June 14, 2010 at which time they will be publicly opened and read aloud.

Bid # 50018100029

A Mandatory pre-bid conference will be held on June 4, 2010 at 2:00 p.m.. in the Purchasing Department Conference Room.

Bids must be returned to the Purchasing Office in sealed envelopes. Bids must be submitted on the form enclosed herewith, and in strict conformity with the intent of same without modifications. Bids must be signed in ink, dated, and title of person signing bid must be shown on bid.

Complete bidding documents may be obtained from the Director of Purchasing, Grambling State University, Grambling, Louisiana, 71245, via fax request at 318/ 274-3278 or hamptonc@gram.edu. Bidding documents will be available on or about May 17, 2010 on State of Louisiana LaPac site www.doa.state.la.us/osp/osp.htm, Use bid #50018100029.

Bids of \$50,000.00 or more will be considered only when the bidder certifies that he holds a current valid Louisiana Contractors license of proper classification and shows the license number on the sealed bid envelope and above his signature on the bid forms as required under R.S. 37:2150-2163. Contractors desiring to bid shall submit evidence that they have a current Louisiana Contractors license of proper classification. All bids must be accompanied by bid security equal to five percent (5%) of the base bid and any additive alternates and must be in the form of a certified check, cashier's check or bid bond written by a company licensed to do business in Louisiana.

The successful bidder will be required to furnish a performance and payment bond written by a company licensed to do business in Louisiana in an amount equal to 100% of the contract amount.

No bid may be withdrawn for a period of thirty (30) days after receipt of bids.

The Owner reserves the right to reject any and all bids and to waive any informalities incidental thereto.

Grambling State University adheres to the equal opportunity provisions of federal civil rights laws and regulations.

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

- 1.1 The Bidding Documents include the following:
1. Advertisement for Bids.
 2. Instructions to Bidders.
 3. Bid Form
 4. Contract between Owner and Contractor.
 5. Performance and Payment Bond.
 6. Affidavit of Compliance with Act 38, 1965 Louisiana State Legislature.
 7. General Conditions of the Contract for Supplemental HVAC & Plumbing Manpower
 8. Supplementary (and amended General) Conditions.
 9. Divisions of the Technical Specifications.
 10. Addenda issued during bid period. (by Owner and acknowledged in bid form)
- 1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

ARTICLE 2

BIDDER'S REPRESENTATION

- 2.1 Each bidder by submitting a bid represents that s/he has read and understands the bidding documents.
- 2.2 Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.
- 2.3 Each bidder by submitting a bid understands they must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the project before submitting a bid. In the State of Louisiana; only the bids of contractors and sub-contractors duly licensed under Louisiana Revised Statute 37:2150, et. seq., will be considered, if applicable. The Contractor shall be responsible for ensuring all Sub-contractors or prospective Sub-contractors are duly licensed in accordance with the statute above.
- 2.4 Each bidder submitting a bid understands that GSU's Public Works Policy related to contractor licensure is that a contractor's license is required for any/all projects with an anticipated/bid cost greater than \$50,000

ARTICLE 3

BIDDING PROCEDURES

- 3.1 Bids must be prepared on the forms provided by the Owner and submitted in accordance with the Instructions to Bidders.
- 3.2 A bid will be considered invalid if not deposited at the designated location prior to the time and date for receipt of bids indicated in the advertisement or invitation to bid, or prior to any extension thereof issued to the bidders.
- 3.3 Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty days after the receipt of bids. However, written request (letter or telegram) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening. Formal bids, amendments thereto or request for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered whether delayed in the mail or for any other cause whatsoever.
- 3.4 Bids are to be sealed and will be received until the time specified and at the place specified in the advertisement for bids. It shall be the specific responsibility of the Bidders to deliver sealed bids to Grambling State University at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason including late delivery by the United States Mail shall disqualify the bid.
- 3.5 Prior to the receipt of bids, Addenda, if any, will be mailed or delivered (hard copy or email) to each person or firm recorded by the Owner as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the sealed bidder.
- 3.6 **Bids for Public Works will not be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the sum of the Base Bid and any Alternates.** The bid security shall be in the form of a certified check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond written by a surety company licensed to do business in Louisiana, accompanied by appropriate power of attorney and in favor of Grambling State University.
- 3.7 All Bids and Sureties must be signed by a duly authorized person of the firm or corporation and be accompanied by legal evidence authorizing the signature as valid.
- 3.8 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.
- 3.9 If bidding other than as specified, an indication must be made on the bid form, stating manufacturer's name and model number(s) being submitted for bid. Detailed specifications, drawings, pictures, brochures, diagrams or any other literature or information necessary to determine the equality of the bid response must be included with the bid form.
- 3.10 Prior to the issuance of a purchase order the successful bidder must submit the following items to the Purchasing Department:
 - a. Notarized affidavit
 - b. Contract
 - c. Insurance Certificate
 - d. Proof of filing of Performance and Payment Bond with Power of Attorney, if Public Works, and,
 - e. Resolution, if incorporated.

ARTICLE 4

EXAMINATION OF BIDDING DOCUMENTS

- 4.1 Each bidder shall examine the bidding documents carefully and, not later than seven days prior to the date for receipt of bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

ARTICLE 5

SUBSTITUTIONS

- 5.1 Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

MANUFACTURER'S NUMBERS OR TRADE NAMES:

- 5.2 Where a manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard of quality desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and are set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equal products will be acceptable. Grambling State University shall be sole judge as to whether or not the material is equal to that specified.

ARTICLE 6

REJECTION OF BIDS

- 6.1 The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

ARTICLE 7

AWARDS

- 7.1 Awards may not be made to any person, firm, or company in default of any contract. Said person, firm, or company shall be considered non-responsible bidders and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.

PUBLICIZING AWARDS

- 7.2 Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award provided that he/she submitted with his/her bid a self-addressed envelope requesting this information. Notice of award will be made a part of the procurement file.

RIGHT TO PROTEST

- 7.3 Any person who is aggrieved in connection with the solicitation or award of a contract shall protest to the Director Purchasing. Protests with respect to a solicitation shall be submitted in writing at least two days prior to the opening of bids on all matters except housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643 for which such protest shall be submitted at least ten days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within fourteen days after contract award.

AUTHORITY TO RESOLVE PROTESTS:

- 7.4 Prior to the commencement of an action in court concerning any controversy, the Director of Purchasing or his designee shall have the authority, to resolve the protest of any aggrieved person concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations.

ARTICLE 8

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 8.1 Performance and Payment Bonds shall be required on Public Works projects with an expected cost greater than \$50,000. Performance and Payment Bonds, when required, shall be provided in an amount of 100% of the contract price. Performance and Payments Bonds shall be required by the successful bidder. Any surety bond required shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register. For any Public Works projects, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list. The surety bond written for a Public Works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.
- 8.2 The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

RECORDING OF BOND AND CONTRACT

- 8.3 The Contractor shall record the Contract and Performance Bond with the Clerk of Court in Lincoln Parish and provide the Purchasing Department with proof of filing.

ARTICLE 9

PAYMENT

- 9.1 Payment will be made by Grambling State University.
- 9.2 The contractor will be required to provide a Clear Lien Certificate from the Lincoln Parish Clerk of Court, a process that may take an average 45 days for final payment.

ARTICLE 10

TAXES

- 10.1 Applicable taxes are to be included in lump sum bid.

ARTICLE 11

GUARANTEE

- 11.1 The materials and labor under this contract, as described in the specifications, shall be guaranteed by the Contractor for a period of one year from date of its acceptance against defects of materials or workmanship. Any defects which develop during this period shall be properly repaired or replaced without cost to the Owner as soon as possible.

ACCEPTANCE

- 11.2 The guarantee covering materials and labor under this contract will begin the date a Notice of Acceptance is issued to the Contractor by Grambling State University.

ARTICLE 12

CHANGES IN THE WORK

- 12.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any Change Order not signed by the Owner will be considered null and void.
- 12.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 12.3 Any change order in excess of the contract limit as defined herein shall be let out for public bid. The term contract limit as used herein shall be equal to the sum of \$30,000 per project. When the Change Order is negotiated it shall be fully documented and itemized as to cost, including material quantities, material costs, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract no deviation shall be allowed in computing negotiated change order cost.

SUPPLEMENTARY CONDITIONS

ARTICLE 1

CONTRACTOR

CONTRACTOR'S LICENSE

- 1.1 On any bid amounting to \$50,000 or more, the Contractor shall certify that s/he is licensed under Act 377 of the 1976 Louisiana Regular Legislative Session and show the contractor license number and the bid number on the front portion of the envelope; except projects financed, partially or wholly, with Federal Funds, provided that any successful Bidder before signing Contract thereon, files application for a license and pays the fee as provided in this Act and complies with all terms and provisions of this Act and with the rules and regulations of the Licensing Board.

CONTRACTOR'S AFFIDAVIT

- 1.2 In accordance with the Louisiana R.S. 38:2190 - 2220, if the Contract is awarded to the successful Bidder, the bidder shall, at the time of the signing of the Contract, execute the AFFIDAVIT included in the Contract Documents.

INTEREST

- 1.3 There shall be no payment of interest on money owed.

ARTICLE 2

PAYMENTS AND COMPLETION

SUBSTANTIAL COMPLETION

- 2.1 The Owner will issue a NOTICE OF ACCEPTANCE for the Contractor to record with the Clerk of Court in Lincoln Parish.

FINAL COMPLETION AND FINAL PAYMENT

- 2.2 The Contract is to provide that the contractor is not to be paid more than ninety percent (90%) of the amount of the contract upon completion of the work. The Contractor shall record the NOTICE OF ACCEPTANCE with the Lincoln Parish Clerk of Court and shall furnish a CLEAR LIEN CERTIFICATE from the Clerk of Court within forty-five days after recordation of NOTICE OF ACCEPTANCE. At that time, the remaining ten percent (10%) will be paid.

LIQUIDATED DAMAGES

- 2.3 The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the CONTRACT DOCUMENTS. The Contractor (and/or Surety) shall be liable for and shall pay to the Owner Liquidated Damages for each calendar day of delay until the work is Substantially Complete.

The Completion Time stated in Consecutive Calendar Days and the Liquidated Damages stated in Dollars Per Day are listed in the PROPOSAL FORM

ARTICLE 3

INSURANCE

INSURANCE: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. **The cost of such insurance shall be included in the Contractor's bid.**

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

C. BUILDER'S RISK COVERAGE

A General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor's policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "ALL RISK" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas-Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to Louisiana-Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. Coverage for roofing projects shall not require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana, as the owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk Insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear. The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include and endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of Grambling State University and the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, and employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of **"A- VI or higher"**. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation.

G. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by Grambling State University before work commences. Grambling State University reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 4

QUALITY

STANDARD OF QUALITY

- 1.1 Where catalog numbers and/or manufacturer's names are referred to in the specifications, they are used for the purpose of conveying to the prospective bidders the type and design of equipment, or supplies desired; but it shall be understood that bidders may submit on other makes in lieu of that mentioned, providing such other item is similar in design and equal in quality. It is not expected that the items of all manufacturers shall conform exactly to every detail and dimension mentioned in the specifications; but the essential features of the items mentioned shall be provided in the items to be furnished.

DIVISION 1 - GENERAL REQUIREMENTS

A. SUMMARY OF THE WORK

1. Work under this Contract shall include, but is not necessarily limited to, the following as summarized;

a. SUPPLEMENTAL HVAC & PLUMBING MANPOWER

B. LAWS, RULES AND REGULATIONS

1. Contractor shall comply with all applicable federal, state, local and University laws, ordinances, rules and regulations and shall: furnish and pay for all required permits, licenses and bonds; pay all charges and fees, and give all notices necessary and incidental to the due and lawful work required under this project.

C. ALTERNATES

1. Base Bid

D. SITE INSPECTIONS AND PROJECT MEETINGS

1. Site Inspections

Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.

2. Pre-Work Conference

Prior to the Contractor beginning any work on this project, the University will conduct a Pre-Work Conference to review and approve the Contractor's work schedule and inform the Contractor of any special conditions, controls and regulations that apply to the project.

E. TEMPORARY FACILITIES AND CONTROLS

1. Safety Conditions

The Contractor shall post adequate warning signs and maintain safety lights as required to warn persons of hazardous conditions.

2. Security

The Contractor shall be responsible for security of his equipment, materials, etc., at the project site for the duration of the contract.

F. MATERIAL AND EQUIPMENT

1. Transportation and Handling

The Contractor shall provide for all transportation and handling required for the work on this project.

2. Storage and Protection

The Contractor shall be responsible for storage and protection of equipment and materials. The Contractor shall Protect all property of the Owner, and shall repair same, if damaged.

INDEMNIFICATION AGREEMENT

The _____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by _____ (Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. _____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ For Grambling State University

Purpose of Contract: _____

Pre-Bid Conference

Where: Purchasing Department Conference Room – 403 Main Street – Grambling, LA

When: June 4, 2010

Time: 2:00 p.m.

This signed statement certifies that the vendor named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

Vendor's Company Name

GSU Project Name

GSU Representative

Vendor's Signature

Present this form to Project Manager at Pre-Bid Conference. Return this signed form with your bid response.

LIQUIDATED DAMAGES:

The undersigned agrees that the Owner may retain the sum of \$150.00 per day from the amount of the Compensation to be paid him for each day after the above stated completion date, Sundays and Holidays included, that the work remains incomplete. This amount is agreed upon as the proper measure of Liquidated Damages which the Owner will sustain per day by the failure of the undersigned to complete the work at the stipulated time and is not to be construed in any sense as a penalty.

If this proposal shall be accepted and the undersigned shall fail to execute the contract and furnish performance bond as herein provided, then the proposal guarantee shall become the property of the University; otherwise, the said proposal guaranty shall be returned to the undersigned.

Bidder certifies that he has visited the job site at Grambling State University, and is fully aware of what is expected of the successful bidder (s)

Louisiana Contractor's License Number

Firm Name`

Authorized Signature

Title

Phone/Fax Numbers

Date

STATE OF LOUISIANA

NAME _____

PARISH OF LINCOLN

LOCATION _____

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared _____ representing _____ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I

Section 2220 of Part II of Chapter 10 to Title 38 of the Louisiana Revised Statutes of 1950 as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 as amended.

The affiant, if he be an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplied materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

For the purpose of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

PART III

That affiant does hereby state that he has read and agrees to comply with and be subject to the provisions of Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, being Sections 2290 through 2296 of Title 38 as amended.

Signature of Affiant: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 200
.

Signature of Notary: _____

Grambling State University

Grambling, Louisiana

This Agreement, made and executed, on this _____ day of the month _____ in the year of
our Lord, TWO THOUSAND and NINE, by and through _____, Grambling State University, the
Party of the First Part, and hereinafter designated as "University" and _____
_____, Contractor, domiciled and doing business in _____, Party of the Second Part, and
hereinafter designated as Contractor.

WITNESSETH, That, in consideration of the covenants and agreements herein contained to be
performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed
as follows:

The Contractor shall and will provide and furnish all materials, equipment and labor and perform
the work required to complete in a thorough and workmanlike manner, to the satisfaction of the
University, project entitled _____, in strict accordance with the Plans and Specifications
which are on file in the Purchasing Department at Grambling State University. The bid on this project,
numbered _____, was opened on _____, at _____. The plans and specifications and the
Proposal Form are made a part hereof as fully as if set out herein and hereby become a part of this
contract. Contract amount is \$_____.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and
the University agrees to pay for the work at the price stipulated in said Proposal, such payment to be in
lawful money of the United States, and the payment shall be made at the time and the manner set forth.

Performance will begin _____ Grambling State University

BY: _____ BY: _____

TITLE: _____ TITLE: _____

Gentlemen:

The undersigned hereby submit this proposal for the general Contract for the
SUPPLEMENTAL HVAC & Plumbing MANPOWER- GSU Facilities Management, Grambling, LA 71245

Having carefully examined the Information for Proposers, Specifications, Insurance Requirements for Supplemental HVAC & Plumbing, and Addenda numbered ____, having visited the premises and examined all conditions affecting the work, the undersigned proposes to furnish all labor, equipment and materials called for by said documents, Grambling, LA, the undersigned offers the proposal set forth below:

The Contractor shall include in his bid all applicable, State, Federal or other Tax required.

Lump sum bid for approximately man hours per week of Time:

- **Base Price HVAC Master:**

_____	\$ _____
WORDS	FIGURES

STANDARD WAGE RATE

Price per Hour:

_____	\$ _____
WORDS	FIGURES

Price per Hour Overtime or Holiday:

_____	\$ _____
WORDS	FIGURES

Price Per 8-Hour working day:

_____	\$ _____
WORDS	FIGURES

- **Base Price HVAC Laborer:**

_____	\$ _____
WORDS	FIGURES

STANDARD WAGE RATE

Price per Hour:

_____	\$ _____
WORDS	FIGURES

Price per Hour Overtime or Holiday:

_____	\$ _____
WORDS	FIGURES

- **Base Price Plumber Master:**

WORDS \$ _____ FIGURES

STANDARD WAGE RATE

Price per Hour:

WORDS \$ _____ FIGURES

Price per Hour Overtime or Holiday:

WORDS \$ _____ FIGURES

Price Per 8-Hour working day:

WORDS \$ _____ FIGURES

- **Base Price Plumber Laborer: per month**

WORDS \$ _____ FIGURES

STANDARD WAGE RATE

Price per Hour:

WORDS \$ _____ FIGURES

Price per Hour Overtime or Holiday:

WORDS \$ _____ FIGURES

- **Base Price Supervisor: per month**

WORDS \$ _____ FIGURES

STANDARD WAGE RATE

Price per Hour:

WORDS \$ _____ FIGURES

Price per Hour Overtime or Holiday:

WORDS \$ _____ FIGURES

- **TOTAL COST of each one per week**

WORDS \$ _____ FIGURES

Bid Security in the amount of \$_____ (5% of lump sum bid) is attached.

Please note attached Insurance Requirements and Indemnification Agreement. Successful Bidder will be required to execute the Indemnification Agreement and furnish a Certificate of Insurance evidencing required coverage and naming Grambling State University as an additional insured.

BID MADE BY:

NAME OF FIRM

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE (Please type/print clearly)

BUSINESS ADDRESS

TELEPHONE NUMBER

FAX NUMBER

SUMMARY OF WORK AND GENERAL REQUIREMENTS (BASE BID)

LOCATION: Grambling State University, Grambling, LA 71245

SUMMARY OF WORK

These specifications are to cover furnishing supplemental manpower to GSU Facilities Management. The HVAC, Plumbers, and laborers furnished will work under contract for Facilities Management and will be involved in routine maintenance work.

SCHEDULE OF WORK

The workforce will be scheduled by GSU Facilities Management. Manpower requirements will be scheduled no later than 48 hours after request, but it may be necessary to occasionally schedule emergency work on shorter notice. Bidders are expected to be able to provide from one to six experienced persons (as required by Grambling) for any given period of time as the University's needs dictate. Failure to schedule manpower after 48-hour notice will/can result in the cancellation of this contract.

GENERAL INSTRUCTIONS

DESCRIPTION OF WORK

The successful bidder will supply to GSU Facilities Management- HVAC, Plumbers, and laborers who are qualified to work on all phases of HVAC or Plumbing work. Work to be performed will primarily be maintenance type work. The HVAC, Plumbers, and laborers are to be furnished on an as required by GSU on the weekly basis and are to work under the supervision of Facilities Management administration or their supervisor. This administration will make daily work assignments, inspect work, coordinate work with other University personnel, and check daily time slips of hours worked to be turned in daily by the Facilities Management.

SCHEDULING OF WORK:

HVAC, Plumbers, and laborers will be scheduled by GSU Facilities Management. Manpower requirements will be scheduled no later than 48 hours after request, but it may be necessary to occasionally schedule emergency work on shorter notice. Bidders are expected to be able to provide from one to six experienced HVAC, Plumbers, and laborers for any given period of time as the University's needs dictate. Failure to schedule manpower after 48 hour notice, will/can result in the cancellation of this contract.

WORKING HOURS:

The manpower to be furnished will work the hours normally to Facilities Management. These hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday with lunch from 12:00 noon to 1:00 p.m. Payment will be only for hours worked. Regular scheduled work will be based upon an eight (8) hour day. Overtime or holiday work will be based upon minimum of one (1) hour work but will usually be for eight (8) hours. Failure to schedule manpower after 48-hour notice will/can result in the cancellation of this contract.

QUALIFICATIONS:

All workers to be furnished under this contract must be experienced and certified HVAC, Plumbers, and laborers that have worked in that field. These persons must be qualified to work with a minimum amount of supervision and accomplish his tasks in an acceptable manner. If in the opinion of the University the HVAC, Plumbers, or laborers supplied cannot perform the required work, the University may cancel the remaining portion of this contract. Bidder may be required to supply a summary of experience indicating the ability of the bidder to perform the required work.

CONTRACT PERIOD AND PAYMENT:

This contract is to begin July 1, 2010 and end June 30, 2011. This contract may be extended for two (2) additional 12-month periods by mutual consent of both parties. Contractor will invoice GSU for hours worked on a monthly basis in accordance with approved time slips turned into Facilities Management each day.

PAYMENT:

Contractor must invoice GSU for hours worked on a monthly basis in accordance with approved time slips turned into Facilities Management each day.

TOOLS, EQUIPMENT AND TRANSPORTATION:

Contractor is to furnish all necessary tools and other standard equipment required and to provide transportation to the various jobs on campus. The Contractor will be responsible for furnishing all special equipment that may be required to perform the work. The Contractor will also provide all necessary materials and supplies required on jobs. Contractor will submit a list of material/supplies required for the job to the Facilities Management supervisor of the craft involved prior to any workers being sent to the job site. The University will not be responsible for paying "standby" labor rates for Contractor's personnel waiting for materials/supplies.

AWARDING OF BID:

Contractor is to quote an hourly rate of each HVAC, Plumber, and laborer. It is not anticipated that any overtime work, weekend or holiday work will occur, but the bid will specify rates for these periods in the event such as is required. Awarding of bids will be based upon hourly rate for normal working hours as specified. For estimating purposes and for basis of awarding bid, we anticipate approximately 2080 man-hours of time per craft.

Attached are the Equal Employment Opportunity and Assurance Clauses as required by U. S. Labor Department, Office of the Federal Contract Compliance Section 60-1.4.

QUALITY ASSURANCE & COMPLAINTS

Facilities Management (FM) will periodically evaluate the contractor's performance by appointing a representative(s) to monitor performance. The representative will evaluate the contractor's performance through intermittent on-site inspections of the contractor's quality control program and receipt of complaints from base personnel. FM may inspect each task as completed or increase the number of quality control inspections if called for by repeated failures discovered during quality control inspections or repeated customer complaints. Likewise, FM may decrease the number of quality control inspections if performance dictates. FM will also receive and investigate complaints from various customers located on the installation. The contractor shall be responsible for initially validating customer complaints. However, FM's representative shall make final determination of the validity of customer complaint(s) in cases of disagreement with customer(s).

QUANTITY OF NUMBER OF EMPLOYEES

Facilities Management (FM) will be responsible for informing the awarded contractor of the number of contracted employees that will be sent to the university. This quantity will be mutually agreed upon by both parties before work is to commence on the campus. The contractor will not be allowed to add employees to the contract unless approved in writing by Grambling State University's authorized representative.

OWNER REPRESENTATIVE

Coordinate with Mr. Ray Dudley, Director of Facilities Management or designated alternate at 318-274-6162, Office of Facilities Management , prior to commencement of any operations.

PROTECTION

The Contractor shall at all times be responsible for insuring the safety of all occupants and users of the building from injury or damage resulting from any contact with the work, workmen, or equipment. All staff working on University property must hold the highest standards of professionalism and conduct as maintained by the University, (i.e. - dress code, use of vulgar language, sexual harassment, etc.).

EQUIPMENT CLEANUP

Contaminated water and solvents used for equipment cleanup will not be allowed and cannot be disposed of in any campus drainage system. Any violation of this requirement will result in a \$200.00 deduction in the contract amount per occurrence.

CANCELLATION OF CONTRACT

This contract may be canceled by either party upon a thirty (30) day written notice.